

UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF NEW YORK

**If you were recruited in the Philippines to work as a nurse and employed as a nurse by Sentosa Nursing Recruitment Agency or and employed as a nurse by Prompt Nursing Employment Agency, LLC, a class action lawsuit may affect your rights.**

*A court authorized this notice. This is not a solicitation from a lawyer.*

- A lawsuit is pending alleging that Sentosa Nursing Recruitment Agency, Prompt Nursing Employment Agency, LLC and the following related nursing homes and individuals violated the rights of nurses recruited in the Philippines: Benjamin Landa, Bent Philipson, Berish Rubenstein a/k/a Barry Rubenstein, Frances Luyun, Golden Gate Rehabilitation & Health Care Center LLC, and Spring Creek Rehabilitation and Nursing Center (the "Sentosa-Defendants"). ~~violated the rights of nurses recruited in the Philippines.~~
- The Court has allowed the lawsuit to be a class action on behalf of all nurses who were recruited by the Sentosa-Defendants in the Philippines and employed by the Sentosa-Defendants in the United States at any time since December 23, 2008.
- The Court has not decided whether the Sentosa-Defendants did anything wrong. There is no money available now, and no guarantee there will be. However, your legal rights are affected, and you have a choice to make now:

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT	
<b>DO NOTHING</b>	<p><b>Stay in this lawsuit. Await the outcome. Give up certain rights.</b></p> <p>By doing nothing, you keep the possibility of getting money or benefits that may come from a trial or a settlement. But, you give up any rights to sue the Sentosa Defendants separately about the same legal claims in this lawsuit.</p>
<b>ASK TO BE EXCLUDED</b>	<p><b>Get out of this lawsuit. Get no benefits from it. Keep rights.</b></p> <p>If you ask to be excluded and money or benefits are later awarded, you won't share in those. But, you keep any rights to sue the Sentosa Defendants separately about the same legal claims in this lawsuit.</p>

- Your options are explained in this notice. To ask to be excluded, you must act before \_\_\_\_\_.
- Lawyers must prove the claims against the Sentosa Defendants. If money or benefits are

| obtained from one or more of the ~~Sentosa~~ Defendants, you will be notified about how to ask for a share.

- **Any questions? Read on and visit [www.SentosaClassAction.com](http://www.SentosaClassAction.com).**

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## BASIC INFORMATION

### 1. Why did I get this notice?

The ~~Sentosa~~ Defendants' records show that you currently work, or previously worked, for one or more of the ~~Sentosa~~ Defendants. This notice explains that the Court has allowed, or "certified," a class action lawsuit that may affect you. You have legal rights and options that you may exercise. Judge Nina Gershon of the United States District Court for the Eastern District of New York is overseeing this class action. The lawsuit is known as *Paguirigan v. Prompt Nursing Employment Agency LLC d/b/a Sentosa Services, et al.*, No. 1:17 Civ. 1302 (NG) (JO) (E.D.N.Y.).

### 2. What is this lawsuit about?

This lawsuit is about whether a \$25,000 contract termination fee is enforceable or unenforceable, whether the ~~Sentosa~~ Defendants paid ~~certain~~ ~~Filipino~~ nurses the proper wages, and whether the ~~Sentosa~~ Defendants pursued legal actions and professional disciplinary proceedings against some ~~Filipino~~ nurses in order to convince all ~~Filipino~~ nurses to continue working for them.

### 3. What is a class action and who is involved?

In a class action lawsuit, one or more people called "Class Representatives" (in this case Rose Ann Paguirigan) sue on behalf of other people who have similar claims. The people together are a "Class" or "Class Members." The nurse who sued—and all the Class Members—are called the Plaintiffs. The companies and people they sued (in this case the entities and individuals defined above as "Defendants" ~~Sentosa Defendants~~) are called the Defendants. One court resolves the issues for everyone in the Class—except for those people who choose to exclude themselves from the Class.

### 4. Why is this lawsuit a class action?

The Court decided that this lawsuit can be a class action and move towards a trial because it meets the requirements of Federal Rule of Civil Procedure 23, which governs class actions in federal courts. Specifically, the Court found that:

- There are more than 200 Filipino nurses who were recruited in the Philippines and are or were employed by the ~~Sentosa~~ Defendants;
- There are legal questions and facts that are common to each of them;
- Rose Ann Paguirigan's claims are typical of the claims of the rest of the Class;
- Ms. Paguirigan, and the lawyers representing the Class will fairly and adequately represent the Class' interests;
- The common legal questions and facts are more important than questions that affect only individuals; and
- This class action will be more efficient than having many individual lawsuits.

More information about why the Court is allowing this lawsuit to be a class action is in the Court's Opinion and Order Certifying the Class, which is available at [www.SentosaClassAction.com](http://www.SentosaClassAction.com).

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Questions? Visit [www.SentosaClassAction.com](http://www.SentosaClassAction.com)

## THE CLAIMS IN THE LAWSUIT

### 5. What does the lawsuit complain about?

In the lawsuit, the Plaintiff says that a \$25,000 contract termination fee in her employment contract is not enforceable, and that the ~~Sentosa~~ Defendants used the contract termination fee and legal actions against some Filipino nurses to convince her and other Filipino nurses to continue working for the ~~Sentosa~~-Defendants. The Plaintiff also says that the ~~Sentosa~~-Defendants paid the prevailing wage at the time her contract was signed, when they should have paid her a higher~~high~~ prevailing wage that was in effect when the employees~~she~~ started working. You can read the Plaintiff's Class Action Complaint at [www.SentosaClassAction.com](http://www.SentosaClassAction.com).

### 6. How do the ~~Sentosa~~ Defendants answer?

The ~~Sentosa~~-Defendants deny that they did anything wrong. They say that the \$25,000 contract termination fee is a valid and enforceable liquidated damages clause, that this \$25,000 contract termination fee is less than the actual damages incurred by reason of an early termination of the contract, that it was appropriate to pay the prevailing wage that was in effect as of the contract signing dates, and that they never threatened the plaintiff or any other ~~Filipino~~ nurses. Defendant Prompt Nursing Employment Agency, LLC ("Prompt") has also asserted a counterclaim against the Plaintiff contending that she breached her employment agreement and that she is liable to Prompt for damages and for attorneys' fees incurred by Prompt in enforcing the employment agreement. The ~~Sentosa~~ Defendants' Answer to the Complaint is also at the website.

### 7. Has the Court decided who is right?

The Court has not decided whether the Plaintiff or the ~~Sentosa~~ Defendants are correct. By establishing the Class and issuing this Notice, the Court is not suggesting that the Plaintiff will win or lose this case. The Plaintiff must prove her claims. Prompt must prove its counterclaim.

### 8. What is the Plaintiff asking for?

The Plaintiff is asking for compensatory and punitive damages. The compensatory damages include the difference between the prevailing wage at the time a nurse started working and the wages actually paid, plus interest. The Plaintiff is also seeking a declaration that the \$25,000 contract termination fee is unenforceable, and an injunction prohibiting the ~~Sentosa~~-Defendants from threatening or attempting to enforce it.

### 9. Is there any money available now?

No money or benefits are available now because the Court has not yet decided whether the ~~Sentosa~~-Defendants did anything wrong, and the two sides have not settled the case. There is no guarantee that money or benefits ever will be obtained. If they are, you will be notified about how to ask for a share.



## WHO IS IN THE CLASS

You need to decide whether you are affected by this lawsuit.

### 10. Am I part of this Class?

Judge Gershon decided that all nurses who were recruited by the ~~Sentosa~~ Defendants in the Philippines and were employed by the ~~Sentosa~~ Defendants in the United States at any time since December 23, 2008 are Class Members.

### 11. Which current and former employees are included?

All nurses who were recruited by the ~~Sentosa~~ Defendants in the Philippines and were employed by the ~~Sentosa~~ Defendants in the United States at any time since December 23, 2008 are Class Members. This includes both current and former employees.

### 12. Are any nurses who worked for the ~~Sentosa~~ Defendants not included in the Class?

If you were not recruited in the Philippines, if you did not work as a nurse, or if you stopped working for the ~~Sentosa~~ Defendants before December 23, 2008, then you are not a Class Member and this notice does not apply to you.

### 13. I'm still not sure if I am included.

If you are still not sure whether you are included, you can get free help at [www.SentosaClassAction.com](http://www.SentosaClassAction.com), or by calling the lawyers appointed by the Court to represent the Class in this case, John Howley and Leandro Lachica, at (212) 601-2728. Both lawyers speak Tagalog and English.

## YOUR RIGHTS AND OPTIONS

You have to decide whether to stay in the Class or ask to be excluded before the trial, and you have to decide this now.

### 14. What happens if I do nothing at all?

You do not have to do anything now if you want to keep the possibility of getting money or benefits from this lawsuit. By doing nothing you are staying in the Class. If you stay in and the Plaintiff obtains money or benefits, either as a result of the trial or a settlement, you will be notified about how to apply for a share (or how to ask to be excluded from any settlement). Keep in mind that if you do nothing now, regardless of whether the Plaintiff wins or loses the trial, you will not be able to sue, or continue to sue any of, the Sentosa Defendants—as part of any other lawsuit—about the same legal claims that are the subject of this lawsuit. You will also be legally bound by all of the Orders the Court issues and judgments the Court makes in this class action.

### 15. Why would I ask to be excluded?

If you already have your own lawsuit against the Sentosa-Defendants and want to continue with it, you need to ask to be excluded from the Class. If you exclude yourself from the Class—which also means to remove yourself from the Class, and is sometimes called “opting-out” of the Class—you will not get any money or benefits from this lawsuit even if the Plaintiff obtains them as a result of a trial or from any settlement (that may or may not be reached) between the Sentosa-Defendants and the Plaintiff. However, you may then be able to sue or continue to sue the Sentosa-Defendants for the same claims. If you exclude yourself, you will not be legally bound by the Court’s judgments in this class action.

If you start your own lawsuit against the Sentosa-Defendants after you exclude yourself, you will have to hire and pay your own lawyer for that lawsuit, and you will have to prove your claims. If you do exclude yourself so you can start or continue your own lawsuit against the Sentosa-Defendants, you should talk to your own lawyer soon, because your claims may be subject to a statute of limitations.

### 16. How do I ask the Court to exclude me from the Class?

To ask to be excluded, you must send an “Exclusion Request” in the form of a letter sent by mail, stating that you want to be excluded from *Paguirigan v. Prompt Nursing*. Be sure to include your name and address, and sign the letter. You must mail your Exclusion Request postmarked by \_\_\_\_\_ to: The Howley Law Firm P.C., 350 Fifth Avenue, 59<sup>th</sup> Floor, New York, New York 10118. You may also get an Exclusion Request form at the website.



## THE LAWYERS REPRESENTING YOU

### 17. Do I have a lawyer in this case?

The Court decided that Attorneys John Howley and Leandro B. Lachica of The Howley Law Firm P.C. are qualified to represent you and all Class Members. Together the lawyers and their law firm are called "Class Counsel." They are experienced in handling similar cases against other employers. More information about the lawyers, their experience, and their law firm is available at [www.HowleyLawFirm.com](http://www.HowleyLawFirm.com).

### 18. Should I get my own lawyer?

You do not need to hire your own lawyer because Class Counsel is working on your behalf. But, if you want your own lawyer, you will have to pay that lawyer. For example, you can ask him or her to appear in Court for you if you want someone other than Class Counsel to speak for you.

### 19. How will the lawyers be paid?

If Class Counsel get money or benefits for the Class, they may ask the Court for fees and expenses. You will not have to pay these fees and expenses. If the Court grants Class Counsels' request, the fees and expenses would be either deducted from any money obtained for the Class (which would include you) or paid separately by the ~~Sentosa~~-Defendants.

## THE TRIAL

If the case is not settled or resolved by a summary judgment motion, the Court will schedule a trial to decide who is right in this case.

### 20. How and when will the Court decide who is right?

As long as the case is not resolved by a settlement or a motion, Class Counsel will have to prove the Plaintiff's claims at a trial. The trial will be scheduled by the Court and will take place at the United States District Court for the Eastern District of New York, 225 Cadman Plaza East, Brooklyn, NY 11201. During the trial, a Jury or the Judge will hear all of the evidence to help them reach a decision about whether the Plaintiff or the ~~Sentosa~~-Defendants are right about the claims in the lawsuit. There is no guarantee that the Plaintiff will win, or that she will get any money for the Class.

### 21. Do I have to come to the trial?

You do not need to attend the trial unless you are served with a valid and enforceable subpoena which compels your attendance. Class Counsel will present the case for the Plaintiff, and the ~~Sentosa~~-Defendants will present the defenses. You or your own lawyer are welcome to come at your own expense.



**22. Will I get money after the trial?**

If the Plaintiff obtains money or benefits as a result of the trial or a settlement, you will be notified about how to participate. We do not know how long this will take.

**GETTING MORE INFORMATION**

**23. Are more details available?**

Visit the website, [www.SentosaClassAction.com](http://www.SentosaClassAction.com), where you will find the Court's Order Certifying the Class, the Complaint that the Plaintiff submitted, the ~~Sentosa~~ Defendants' Answer to the Complaint, as well as an Exclusion Request form. You may also speak to one of the lawyers appointed to represent the Class by calling (212) 601-2728, or by writing to: The Howley Law Firm P.C., 350 Fifth Avenue, 59<sup>th</sup> Floor, New York, New York 10118.